

A.G. Contract No. KR-89-0572-TRD
ECS FILE: 89-15
Project: RAM-600-0-506
Tracs No. H2445 04C

INTERGOVERNMENTAL AGREEMENT

53461

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into August 18, 1989, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Phoenix, acting by and through its City Council, (the "City").

II. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas as shown in EXHIBIT "A" within the right of way on 23rd Avenue at the following location:

From centerline roadway station 95+00 to centerline roadway station 146+00, a net distance of approximately 1.0 mile and including median islands within the following cross street:

o 23rd Avenue

NO. 14140

FILED WITH SECRETARY OF STATE
Date Filed <u>8-18-89</u>
<u>Jon Shemsky</u>
Secretary of State
By <u>B. Obermiller</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

The State will:

- a. Prepare and submit City approved landscape architectural plans for the landscaping and irrigation project.
- b. Upon approval, construct the project using State funds.
- c. Provide the City, 30 days notice prior to the actual date of assumption of maintenance responsibility.

City will:

- a. Furnish and pay for all water to the irrigation system for the plantings during construction and all water hereafter necessary to properly maintain the landscape within all areas of the project.
- b. Furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.
- c. Maintain the landscaping and irrigation system within the right of way of the designated cross street, as shown in EXHIBIT "A", beginning approximately August 1991. Furnish and pay for all electrical power necessary to maintain the landscaping within the right of way and in the designated median islands.
- d. Maintain the landscaping in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. Maintenance will consist of the care of all landscaping in accordance with accepted horticultural practices; keeping all areas free of weeds, undesirable grasses and litter; applying irrigation water; furnishing and applying sprays and dust to combat diseases and other pests; pruning and replanting as required to maintain the landscaping as it was designed; testing, adjusting, repairing and operating the irrigation system; and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work will be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that in the event this Agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17th Avenue, Room 118E
Phoenix, Arizona 85007

City of Phoenix
Engineering Department
125 East Washington Street
Phoenix, Arizona 85004

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a municipal corporation
MARVIN A. ANDREWS,
City Manager

By


JAMES H. MATTESON, P.E.
Street Transportation
Director

ATTEST:



Vicki Niel
City Clerk

APPROVED AS TO FORM: ✓


ACTING City Attorney

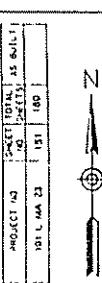
STATE OF ARIZONA
Department of Transportation

By


GARY K. ROBINSON
Chief Deputy State Engineer

PLANT LIST		
NAME	BOTANICAL NAME	QTY.
TREES:		
BL. BRACHITONIA PORCHERA		
EL. Excavating License		
SHRUBS:		
Li. LINDENLEAVES CHAMOMILE "WATER GROUP"		24
Li. Lindenbergia LEAFY		57
INERT MATERIALS LIST:		
CONCRETE HEADER	13 LB.	
GRANITE	214 SQ. YDS.	
DECORATIVE MEDIAN PAVING	13 SQ. YDS.	
FLASH-SET RIP RAP	3 CUB. YDS.	

PROJ. #	STATE:	PROJECT #:	SCALE:
DWG. H-245	AZ	H-245 04	AS SHOWN



MATCH LINE SEE DWG. NO. R-307

MATCH LINE SEE DWG. NO. R-309

MATCH LINE SEE DWG. NO. R-307

R.E

R.S

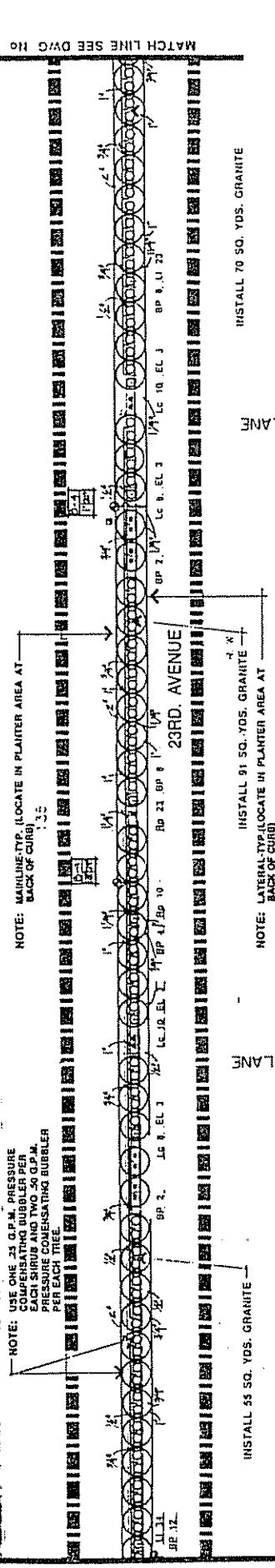
NOTE: USE ONE 25 G.P.M. PRESSURE

CART SHARING Drip Bubbler Set

DATA SHEET 2000 50 G.P.M.

PRESSURE COHERATING BUBBLER

PER EACH TEE



INSTALL 35 SQ. YDS. GRANITE

INSTALL 91 SQ. YDS. GRANITE

MOWAHK

IRMA LANE

INSTALL 70 SQ. YDS. GRANITE

LANE

NOTE: LATERAL-TYPE LOCATE IN PLANTER AREA AT BACK OF CURB)

LEGEND FOR IRRIGATION SYSTEM:		
	1" Drip Header	
	1/2" CLASS 200 PVC MEDIUM PIPE	
	1/2" TURBO CHECK VALVE	
	1/2" X 1/2" AIR PRESSURE REGULATOR	
	FLASHING END CAP.	
	FLASHING AIR RELEASE VALVE	
	FLASHING AIR RELEASE VALVE (ON EQUAL)	
	CLASS 200 PVC MEDIUM PIPE	
	CLASS 200 PVC LATERAL LINE POF	
	CONTROLLER W/ VALVE	
	VALVE & KIT	
	STEATOR. MO. & G.P.M.	

REDUCED NOT
TO SCALE

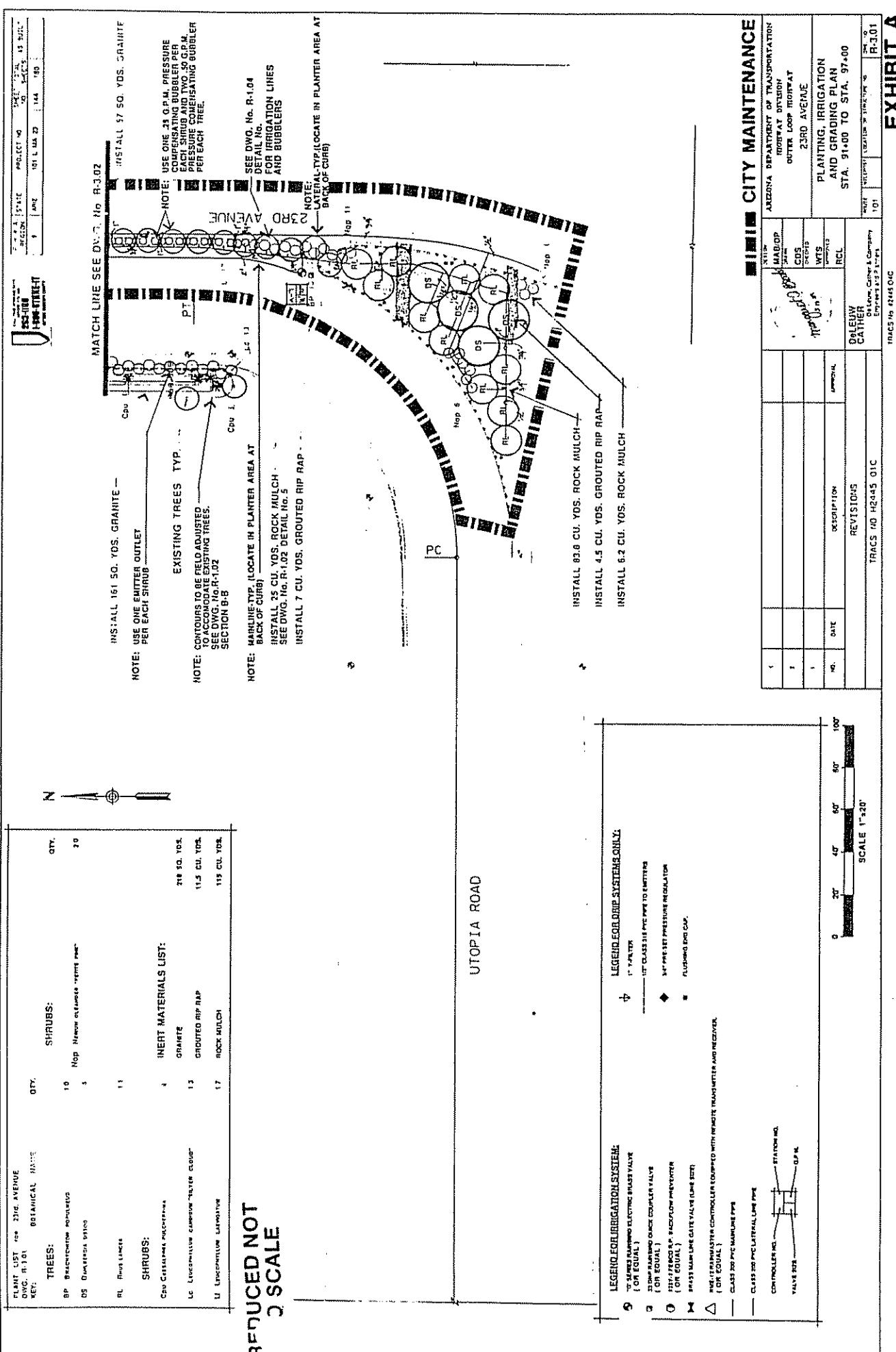
SCALE 1"-20'

RECLINE CITY MAINTENANCE		
NAME	MAINT'D BY	ROUTE
	CDS	1214
	CDS	1214
	CDS	1214
	WPS	1214
	WPS	1214
	RCL	1214
RECLINE CITY WATER CONTROL SYSTEM	APPROVED	REVISED
CLASS 200 PVC MEDIUM PIPE		
CLASS 200 PVC LATERAL LINE POF		
CONTROLLER W/ VALVE		
VALVE & KIT		
STEATOR. MO. & G.P.M.		
ROUTE NUMBER & PLAN		
TRACTS NO. H-245 04C		

PROJ. #	STATE:	PROJECT #:	SCALE:
H-245 04C	AZ	H-245 04	AS SHOWN

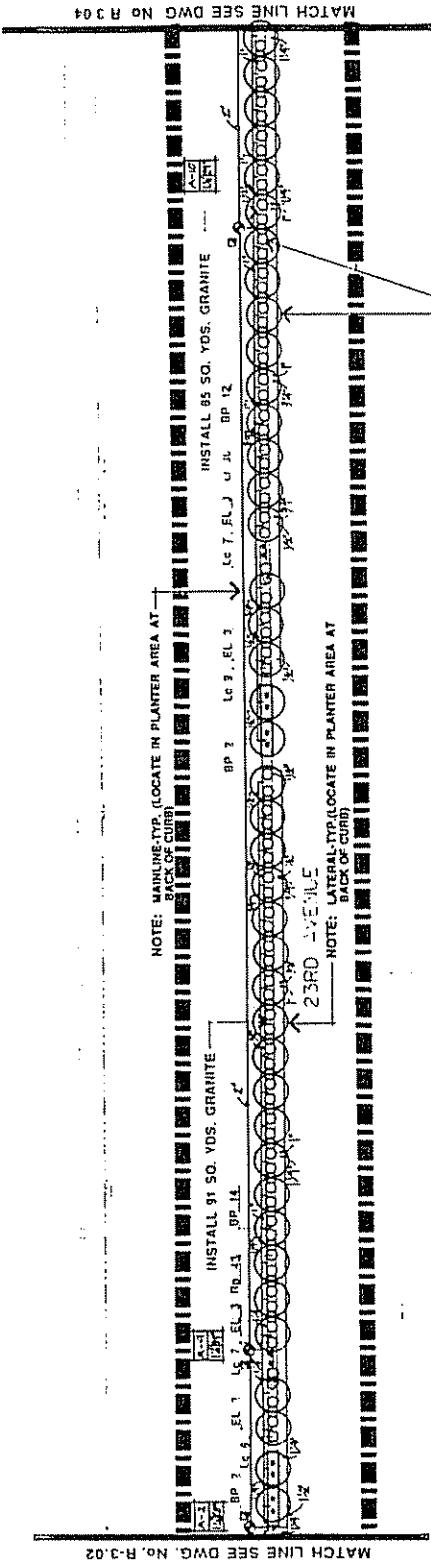
PROJ. #	STATE:	PROJECT #:	SCALE:
H-245 04C	AZ	H-245 04	AS SHOWN

EXHIBIT A



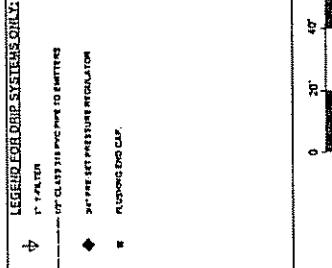
PLANT LIST FOR 2100 AVENUE		NOMINAL NAME		QTY.	SHRUBS:
TREE:	SHRUB:	TREE:	SHRUB:		
SP. D. <i>Acacia</i> popular	SP. <i>Rubus strigosus</i>	10 Rd. <i>Rubus strigosus</i>	11 INERT MATERIALS LIST:	4-1	
SL. <i>Eucalyptus gunnii</i>			CONCRETE HEADER	12 L.P.	
SHRUBS:			CONCRETE HEADER	174 SQ. YDS.	
Le. <i>Lonicera tatarica</i> 'Silver Cloud'			GRAINITE	13 SQ. YDS.	
Li. <i>Lysimachia latifolia</i>			DECORATIVE MEDIAN PAVING	2 C.U. YDS.	
			HAND-SET TRIP RAMP		
			77		

PLANT LIST FOR 2100 AVENUE
REV. 10/13/2012
Dwg. No. R-3-02
Match Line See DWG. No. R-3-04
Match Line See DWG. No. R-3-02



REDUCED NOT TO SCALE

LEGEND FOR IRRIGATION SYSTEMS			
◎	1" SP. AIR RELEASE VALVE (ON EQUAL.)	◆	1" CLASS 150 PVC PIPE TO EMITTERS
□	2" CLASS 150 DURCO COUPLED VALVE (ON EQUAL.)	◆	2" PRE SET PRESSURE REGULATOR
○	INSTALLED UP HIGH/LOW WATERLINE (ON EQUAL.)	■	REGULATED CAP.
■	CLASS 150 PVC PIPE LINE WITH 1/2" DIA. VALVE BODY		
△	CLASS 150 PVC PIPE CONTROLLED EQUIPPED WITH REACTOR TRANSMITTER AND RECEIVER (ON EQUAL.)		
—	CLASS 150 PVC PIPE		
—	CLASS 150 PVC/LATRINE LINE PIPE		
—	CONTROLLER (ON EQUAL.)		
—	VALVE BODY		



LEGEND FOR DRAINAGE SYSTEMS			
◆	1" PVC TEE	◆	1" CLASS 150 PVC PIPE
□	CLASS 150 PVC COUPLED TEE	—	CLASS 150 PVC/LATRINE LINE PIPE
○	CLASS 150 PVC COUPLED TEE	—	CONTROLLER (ON EQUAL.)
■	CLASS 150 PVC COUPLED TEE	—	VALVE BODY

CITY MAINTENANCE			
ARIZONA DEPARTMENT OF TRANSPORTATION	MAP/DRW	CDS	WTS
HIGHWAY DIVISION	MAP/DRW	MAP/DRW	MAP/DRW
OUTER LOOP HIGHWAY	MAP/DRW	MAP/DRW	MAP/DRW
23RD AVENUE	MAP/DRW	MAP/DRW	MAP/DRW
PLANTING, IRRIGATION	MAP/DRW	MAP/DRW	MAP/DRW
AND GRADING PLAN	MAP/DRW	MAP/DRW	MAP/DRW
STA. 103-00 TO STA. 100+00	MAP/DRW	MAP/DRW	MAP/DRW
De Levee, Carter & Company	MAP/DRW	MAP/DRW	MAP/DRW
Engineering & Surveyors	MAP/DRW	MAP/DRW	MAP/DRW

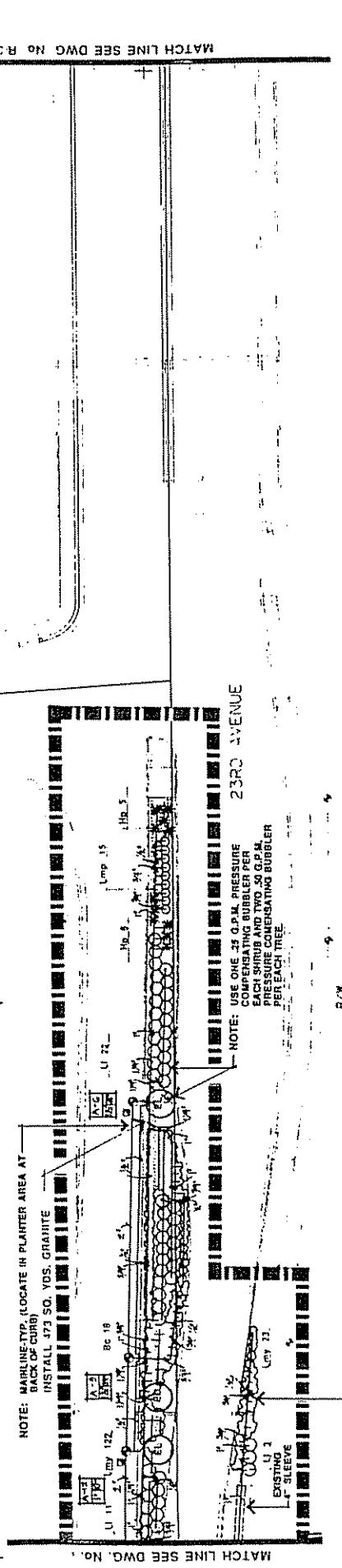
EXHIBIT A

Dwg. No. R-3-03

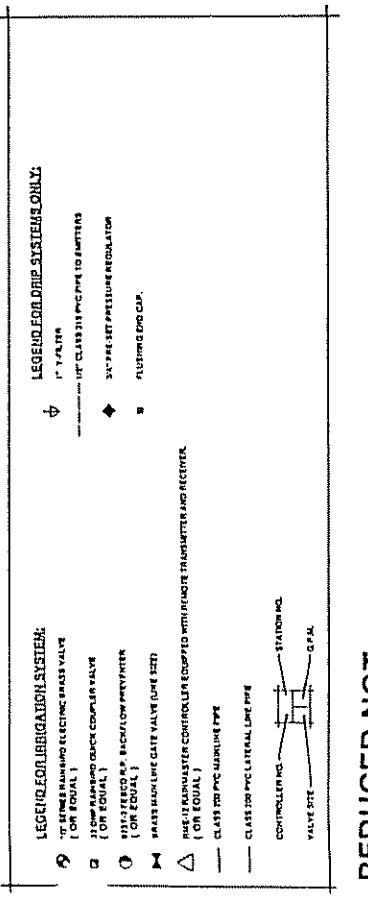
PLANT LIST		72ND AVENUE DWG. NO. 03	BOTANICAL NAME	QTY.	
					SHRUBS:
		Tree Lantana amplexicaulis "Lavender"		15	
		Lythrum salicaria var. spicata "Summer"		145	
					TREES:
		Up Maintenance Services		11	
		Liquidambar styraciflua		28	
		Symplocos paniculata "Denseleaf"		18	
					INERT MATERIALS LIST:
		GRANITE	DECORATIVE MEDIAN PAVING	480 SQ. YDS.	
				12 SQ. YDS.	

NOTE: MARBLE TIP (LOCATE IN PLANTER AREA AT BACK OF CUB) INSTALL 473 SQ. YDS. GRANITE

MATCH LINE SEE DWG. NO. R-306

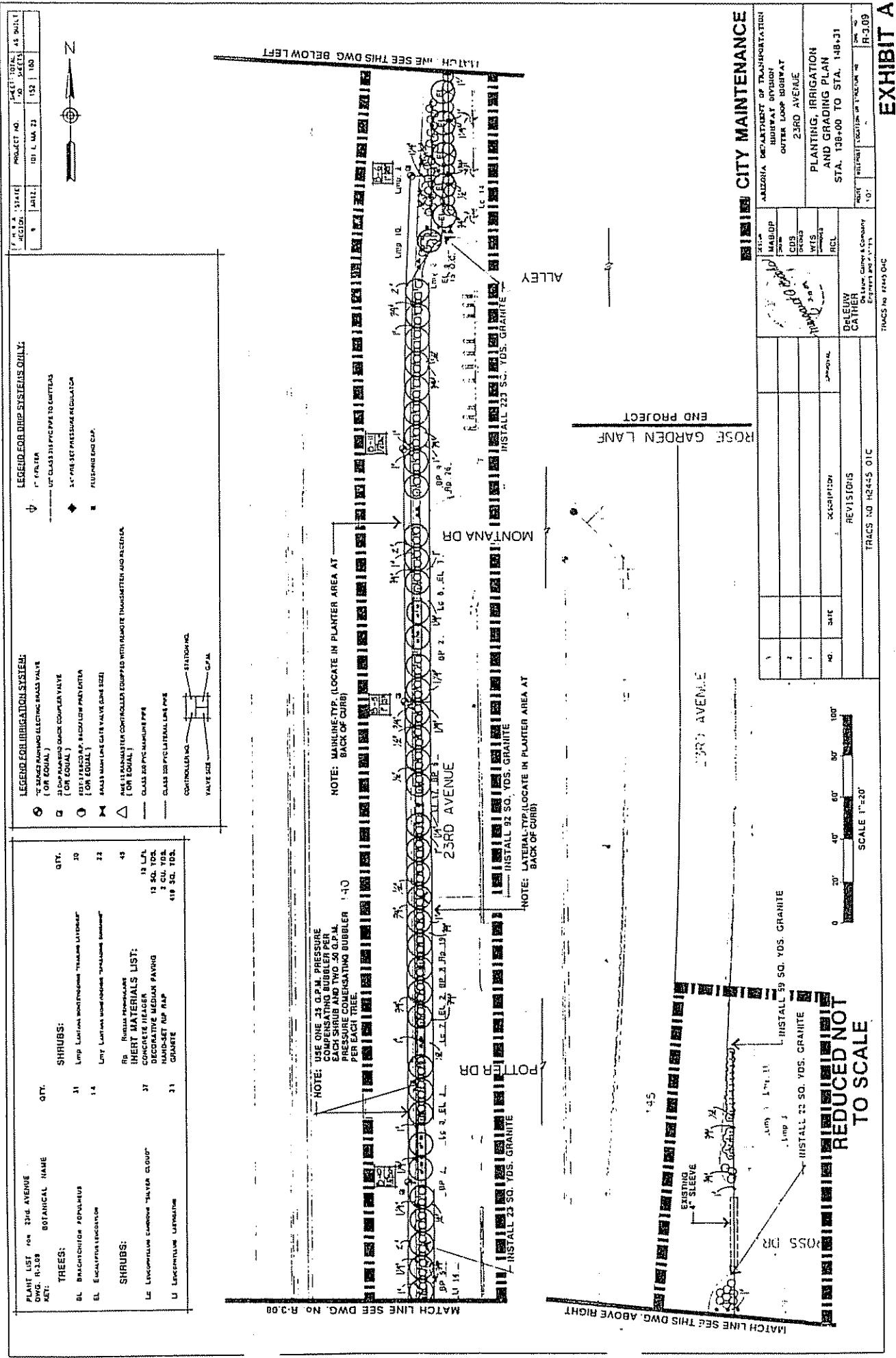


INSTALL 25 SQ YDS. GRANITE



CITY MAINTENANCE		ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION OUTER LOOP HIGHWAY 23RD AVENUE	
		PLANTING, IRRIGATION AND GRADING PLAN STA. 1144.00 TO STA. 1204.00	
REVISITORS	DATE	DESCRIPTION	SPANNING
TRACCS NO. H2445 01C			
DALE BRYN CATHER			
SLR, Cather & Company Engineers and Planners			
			SCALE 1"=20'
			R-305
TRACCS No 77445 01C			

EXHIBIT A



RESOLUTION

BE IT RESOLVED on this 14th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of landscape maintenance (Outer Loop at 23rd Avenue).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j/2

(Passed by Council as a resolution)

JF 7-25-89

RESOLUTION
ORDINANCE NO. 17530

A RESOLUTION

~~AN ORDINANCE~~ AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION; PROVIDING FOR
THE PAYMENT THEREOF.

RESOLVED

BE IT ~~ORDAINED~~ BY THE COUNCIL OF THE CITY OF PHOENIX

as follows:

SECTION 1. That the City Manager be and is hereby authorized to enter into an Agreement with the Arizona Department of Transportation (ADOT) for purposes of defining the rights and responsibilities associated with the design, construction and maintenance of a traffic signal and landscaping in the 23rd Avenue right of way from Utopia Road to Rose Garden Lane.

SECTION 2. That the City Auditor be and is hereby authorized to disburse funds as is necessary for the reason of this agreement.

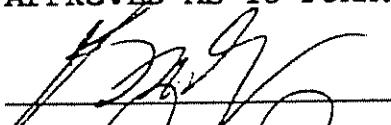
PASSED by the Council of the City of Phoenix
this 19 day of July, 1989. 

MAYOR

ATTEST:

Lucky Muil City Clerk

APPROVED AS TO FORM:



ACTING
City Attorney

REVIEWED BY:



Frank Paulsen City Manager

BPM/pl/0671P
(07/17/89)

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ORD. NO. 17530

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

AGREEMENT NO. 53461, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the City Attorney.

DATED this 2d day of June, 1989.

RODERICK G. McDougall
City Attorney
By:

Roderick G. McDougall
ACTING City Attorney

2654n/5994e
05/31/89



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR-89-0572-FD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11 day of August, 1989.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redden".

Assistant Attorney General
Transportation Division